

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>Ready Work.</p> <p>4.3 Where the advance payment is less than the charge by Verizon for such work, MCI^m agrees to pay Verizon within thirty (30) days of receipt of the bill all sums due in excess of the amount of the advance deposit.</p> <p>4.4 Where the advance payment exceeds the charge by Verizon for such work, Verizon shall refund the difference to MCI^m.</p>			
III-13(e)	Should the Interconnection Agreement contain detailed provisions that: outline the requirements and specifications for the placement of communications facilities by WorldCom; specify the time in which safety violations and non-standard conditions must be corrected by WorldCom after written notification by Verizon; provide that Verizon may correct conditions constituting an immediate threat to its personnel without written notice to WorldCom; indicate that failure of Verizon to notify WorldCom of violations will not relieve WorldCom of its responsibility to place its facilities in a safe manner ; and dictate that disputes shall be resolved pursuant to Section 24, Part A of the ICA?	<p>Attachment VI, Section 5 et seq.</p> <p>Section 5. Specifications</p> <p>5.1 MCI^m's Communications Facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the Bellcore Manual of Construction Procedures ("Blue Book"), the National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the rules and regulations of the Occupational Safety and Health Act ("OSHA"), and regulations or directives of a governing authority having jurisdiction over such subject matter. Where a difference in specifications may exist, the more stringent shall apply.</p> <p>5.2 MCI^m shall correct all material safety violations within ten (10) days from receipt of written</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. Both parties will benefit by following specific national standards when placing and maintaining communications facilities. This will ensure safe, efficient and compatible operation. It is also in the parties' interest to specify deadlines for correcting safety violations and non-standard conditions, so as to avoid injury to people or property. Verizon's sole objection relates to the deadline established for the correction of</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard</p>	See Verizon rationale for Issue III-13.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: WorldCom (bold); Cox (underline text); AT&T (italic).

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		<p>notice from Verizon. MCIm shall correct all other non-standard conditions within thirty (30) days from receipt or written notice from Verizon. If MCIm does not correct any violation within the aforementioned time limits, Verizon may at its option correct said conditions at MCIm's expense.</p> <p>5.3 Notwithstanding Section [5.2] above, when conditions created by MCIm's Communications Facilities pose an immediate threat to the safety of Verizon's employees or the public, interfere with the performance of Verizon's service obligations, or pose an immediate threat to the physical integrity of Verizon's facilities or structures, Verizon may perform such work and/or take such action as it deems necessary without first giving written notice to MCIm. As soon as practicable thereafter, Verizon will advise MCIm in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of MCIm's facilities so affected. MCIm shall pay Verizon for all reasonable costs incurred by Verizon in performing such work.</p> <p>5.4 The failure of Verizon to notify MCIm of violations or to correct violations pursuant to Sections [5.2] or [5.3] shall not relieve MCIm of its responsibility to place and maintain its facilities in a safe</p>	<p>safety violations by WorldCom. Verizon's concern is addressed by section 5.2, which reserves Verizon's right to correct safety violations constituting an immediate threat.</p>	Licensing Agreement	

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		<p>manner and condition in accordance with the terms of this Attachment VI, and shall not relieve MCI of any liability imposed by this Agreement.</p> <p>5.5 Verizon and MCI agree to resolve disputes arising under this Attachment VI as set forth in Section [13], Part A of this Agreement.</p>			
III-13(f)	Should the Interconnection Agreement contain detailed provisions which: clarify that to the extent Verizon's authority to occupy a pole, etc. does not allow WorldCom to place its facilities on Verizon's Poles, Conduits, or Rights of Way, that it is incumbent on WorldCom to secure the necessary authority; clarify that the license granted by Verizon shall not extend to any Pole, Conduit, or Right of Way where such attachment would result in the forfeiture of rights of Verizon or one of its existing licensees; and specify the action which the parties shall take to avoid such forfeiture?	<p>Attachment VI, Section 6 et seq.</p> <p>Section 6. Legal Requirements</p> <p>6.1 If Verizon's authority to occupy a Pole, Conduit or Right of Way does not allow MCI to place its facilities thereon or therein without some additional authorization or government approval, MCI shall be responsible for obtaining from the appropriate public and/or private authority any such additional authorization to construct, operate and/or maintain its communication facilities on public and/or private property before it attaches its communication facilities to Poles, or occupies Conduit or Rights of Way, located on such public and/or private property. Evidence of MCI's having obtained such additional authority to so construct and maintain facilities shall be submitted forthwith upon demand.</p> <p>6.2 No license granted under this Agreement shall extend to any Pole,</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, these provisions, contrary to Verizon's reading of them, require WorldCom to have obtained third-party authorizations, where necessary. These provisions also set forth a reasonable and cooperative process through which the parties address potential forfeitures, rather than Verizon's proposal for immediate and disruptive removal of WorldCom's facilities.</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	See Verizon rationale for Issue III-13.

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		<p>Conduit or Right of Way where the attachment or placement of MCI's Communication Facilities would result in a forfeiture of rights of Verizon or its existing licensees to occupy the property on which such Poles, Conduits or Rights of Way are located. If the existence of MCI's Communication Facilities on a Pole, or in a Right of Way or Conduit, would cause a forfeiture of the right of Verizon or its existing licensees to occupy such property, Verizon shall promptly notify MCI in writing describing the circumstances of forfeiture with reasonable specificity. Verizon and MCI shall cooperate in taking reasonable and prompt action to avoid such forfeiture, which may include obtaining a stay or other equitable relief. If such actions are not successful prior to forfeiture becoming imminent, then MCI shall remove its Communications Facilities forthwith upon receipt of written notification from Verizon. In such case, and provided MCI's facilities were placed in space authorized by Verizon, Verizon shall reimburse MCI for the full costs of the Preliminary Survey and Make-Ready Work charges (if any, or if shared and paid by MCI, those charges solely attributable to MCI's facilities) paid by MCI to Verizon, plus the costs of removing MCI's Communications Facilities; provided that where all parties,</p>			

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		including Verizon, must remove all communications facilities from the property, MCI shall remove its Communications Facilities without reimbursement by Verizon. If MCI fails to remove said Communication Facilities as provided above, Verizon may perform or have performed such removal after the expiration of ten (10) days after the receipt of said written notification without liability on the part of Verizon, and MCI agrees to pay Verizon or other licensees or both, the cost thereof and for all losses and damages that may result, including, but not limited to, relocation costs of Verizon's facilities.			
III-13(g)	Should the Interconnection Agreement contain detailed provisions that: address the procedure by which WorldCom is to secure a license to attach to any Pole, or occupy any portion of a Conduit or Right of Way (i.e., by written application and, upon approval, receiving written license from Verizon); set forth the turn-around time and manner in which Verizon must process WorldCom's application, including those which may involve an increase in capacity; set forth Verizon's provision of maps, plats, or other data to assist in completion of the application process; set forth turn-around times for response to inquiries by WorldCom; set forth Verizon's obligations for notifying additional applicants of the	Attachment VI, Section 7 et seq. Section 7. Issuance of Licenses 7.1 Before MCI shall attach to any Pole, or occupy any portion of a Conduit or Right of Way, MCI shall make written application for and have received written license from Verizon utilizing the following forms: Appendix II, Forms A-1 and A-2 and/or B-1 through B-3. Verizon shall follow the same process in attaching to, or occupying, such Poles, Conduits or Rights of Way. 7.2 Verizon shall process all completed license applications, including the performance of a Preliminary Survey, on a first-come,	Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, specifying the procedure for obtaining a license minimizes ambiguity. The procedure outlined in this section is also consistent with that set forth in 47 C.F.R. § 1.1403(b). The subsection addressing Verizon's turn-around	9 Poles, Ducts, Conduits and Rights-of-Way To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff	See Verizon rationale for Issue III-13.

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	existence of other applicants so that costs can be shared; set forth the circumstances under which WorldCom's license would automatically terminate; set forth WorldCom's right to access duct and inner duct; and set forth the parties' obligations should an emergency occur after a provider has made use of the last unoccupied full-sized duct?	first-serve basis (including all license applications pertaining to itself) in accordance with the provisions of Sections [7] and [8] of this Attachment VI. Verizon shall make all access determinations in accordance with the requirements of Applicable Law, considering such factors as capacity, safety, reliability and general engineering considerations to the degree allowed by Section 224 of the Act, or, in the alternative, applicable state law. Verizon shall inform MCIm in writing as to whether an application has been granted or denied (stating the reasons for such denial in reasonable detail) within forty-five (45) days after receipt of such application. Where an application involves an increase in capacity by Verizon, Verizon shall take reasonable steps to accommodate requests for access in accordance with Applicable Law, including making such determinations in the same manner as it would for itself. Before denying MCIm access based on lack of capacity, Verizon shall explore potential accommodations in good faith with MCIm. MCIm shall bear the costs associated with any such expansion performed by Verizon in accordance with Applicable Law, provided that MCIm shall be entitled to recover costs from subsequent licensees (including Verizon) that attach to or occupy such expanded capacity	time for inquiries is necessary to ensure that WorldCom gains timely access to Poles, conduits or Rights of Way. Additionally, the subsection addressing notification about other applicants interested in the same structures will help minimize Make-Ready Work costs, since these costs may possibly be shared with the other applicant(s).	and license agreement, a mutually acceptable agreement to be negotiated by the Parties. See Exhibit D—Verizon's Standard Licensing Agreement	

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		<p>as provided by Applicable Law. Verizon shall provide reasonably detailed information on any environmental contamination or other environmental hazards of which it is aware for the specified route within twenty (20) days of the date of the application.</p> <p>7.3 In order to facilitate MCIm's completion of an application, Verizon shall make commercially reasonable efforts to, within ten (10) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, provide MCIm such maps, plats or other relevant data reasonably necessary to complete the applications described above. All such materials and information shall be treated as Confidential Information by MCIm in accordance with the provisions of Part A, Section [10]. Such requests shall be processed by Verizon on a "first-come, first-serve" basis. Verizon shall also make commercially reasonable efforts to meet with or respond to MCIm's inquiries regarding the information supplied to it under this Section [7.3] within five (5) business days following the receipt of such a request for a meeting or inquiry from MCIm. Verizon shall also notify MCIm of any environmental contamination or other environmental hazards of which it</p>			

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		<p>is aware that would make the placement of facilities within pathways specified by MCI hazardous.</p> <p>7.4 License applications received by Verizon from two (2) or more applicants for the same Pole, Conduit Section or Right of Way will be processed by Verizon according to the order in which the applications are received by Verizon. Once any additional applicants file an application, Verizon shall use commercially reasonable efforts to, within twenty (20) days of receipt of the additional application, notify the additional applicant of the following: 1) that a previous application had been received for some or all of the same structures or property; 2) the name and address of the initial applicant; and 3) that the additional applicant may wish to share make ready costs with the initial applicant. The responsibility for arranging for the sharing of make ready costs shall be on the additional applicant. However, the responsibility for transmitting to Verizon any make ready changes resulting from the additional applicant shall be on the initial applicant, provided that the initial applicant is not obligated to share Make-Ready Work or make ready costs with any subsequent applicant, unless required by Applicable Law. Verizon shall bill</p>			

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		<p>the initial applicant for the entire cost of all work necessary to accommodate both the initial and additional applicants, pursuant to executed Form B-4, Appendix II.</p> <p>7.5 If within twelve (12) months from the date a license is granted by Verizon, MCI^m has not, at a minimum, initiated material construction or similar activity related to its attachment or occupation, MCI^m's license for the applicable Poles, Conduits or Rights of Way shall automatically terminate and MCI^m shall remove any communications facilities installed as of such date in accordance with Section [9.10] of this Attachment VI. MCI^m and any other attacher or occupier (including Verizon) shall be liable for attachment or occupancy charges commencing on the date that the license is granted if no Make-Ready Work is required, or on the date that any required Make-Ready Work is completed.</p> <p>7.6 Where Verizon has available ducts or inner ducts, Verizon shall make available ducts or inner ducts to MCI^m for MCI^m's use in accordance with Applicable Law. No more than one full-sized duct (or one full-sized and one inner duct if both copper and fiber cable are used in the Conduit) shall be assigned as an emergency duct in each Conduit Section. If Verizon</p>			

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		or any other service provider, including MCIm, utilizes the last unoccupied full-sized duct in the applicable cross-section, that provider shall promptly, at its expense, reestablish a clear, full-sized duct for emergency restoration or immediately upon the occurrence of an emergency requiring such space.			
III-13(h)	Should the Interconnection Agreement contain detailed provisions regarding Pre-License Survey and Make-Ready Work requirements and procedures?	<p>Attachment VI, Section 8 et seq.</p> <p>Section 8. Pre-License Survey and Make-Ready Work</p> <p>8.1 When an application for attachment to, or occupation of, a Pole, Conduit or Right of Way is submitted by MCIm, a Prelicense Survey will be required to determine the existing adequacy of such structures or property to accommodate MCIm's Communication Facilities.</p> <p>8.1.1 The field inspection portion of the Prelicense Survey, which requires the visual inspection of such structures or property, shall be performed by Verizon (with participation by MCIm at its option, for which Verizon shall provide at least twenty-four (24) hours advance notice). Verizon shall also perform the administrative processing portion of the Prelicense Survey which includes the processing of the application and the preparation of the Make-Ready Work orders (if</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, a Prelicense survey is necessary to ensure that Verizon's structures can accommodate additional communications facilities. If these structures are found to be inadequate, Make-Ready Work charges and completion dates are forwarded to WorldCom. Contrary to Verizon's arguments that completion dates cannot be forwarded, Verizon apparently had no difficulty with this requirement when it entered into the 1997 agreement. At a minimum, however, Verizon ought to be able provide estimated completion dates.</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	See Verizon rationale for Issue III-13.

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		<p>necessary), including the notification of other attachers of Verizon's Make-Ready Work schedule and the provision to MCI of a list of such other attachers.</p> <p>8.1.2 Verizon shall make commercially reasonable efforts to advise MCI in writing of the estimated charges that will apply for its Preliminary Survey work as soon as practicable after receipt of MCI's application but no later than ten (10) days from receipt thereof. Verizon shall receive written authorization from MCI before undertaking such work (Appendix II, Form B-1). Alternatively, MCI may pay Verizon the estimated charges that will apply for a Preliminary Survey with its submission of an application provided that Verizon has advised MCI that standard estimated charges exist for the type of application that is being submitted.</p> <p>8.2 In the event Verizon determines that a Pole, Conduit or Right of Way which MCI desires to utilize is inadequate or otherwise needs rearrangement or expansion of the existing structures or property to accommodate MCI's Communication Facilities, Verizon will advise MCI in writing of the estimated Make-Ready Work charges that would apply to any</p>	<p>The procedures by which Make-Ready Work information is relayed to and accepted by WorldCom, and the turn-around time for Verizon's implementation are all significant terms that should be expressly provided for in the agreement. Moreover, WorldCom's proposal that a specific Verizon-authorized subcontractor be used to complete Make-Ready work, if that subcontractor can do so in materially less time than that estimated by Verizon, is reasonable.</p>		

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		<p>modifications or expansions of capacity that Verizon proposes to undertake (Appendix II, Form B-4). The estimated Make-Ready Work charges and completion date shall be given to MCIm at the time that the application is accepted and access is granted. Verizon shall complete the steps described in paragraphs [8.1] through [8.2] within forty-five (45) days of the date the application is submitted, excluding the time taken by MCIm to respond to Verizon's proposals in paragraph [8.1.2], if applicable.</p> <p>8.3 MCIm shall have thirty (30) days after the receipt of said Form B-4 to indicate its written authorization for completion of the required Make-Ready Work and acceptance of the resulting charges. If during such period MCIm presents Verizon with a proposal from a Verizon-authorized subcontractor to complete such Make-Ready Work at a cost and/or time that is materially less than that estimated by Verizon, Verizon agrees to use such subcontractor to perform the Make-Ready Work. Verizon shall use commercially reasonable efforts to provide written notice to existing attachers or occupiers of the affected structures or property of the proposed Make-Ready Work within ten (10) days after receipt of MCIm's authorization to perform such work. Such attachers or</p>			

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		<p>occupiers will be given sixty (60) days after such notice to indicate whether they desire to participate in the proposed modification or expansion.</p> <p>8.4 If approved by MCI_m, Make-Ready Work will be initiated by Verizon no earlier than sixty (60) days after notice to existing attachers or occupiers, and Verizon shall use commercially reasonable efforts to complete such work as soon as practicable thereafter, depending upon the size of the job and the cooperation of necessary third parties. MCI_m shall pay Verizon for all Make-Ready Work performed by it in accordance with the provisions of this Agreement, and make arrangements with attachers or occupiers participating in the modification or expansion (including Verizon, if applicable), and with future attachers or occupiers who benefit from the modification or expansion, to reimburse MCI_m for their share of the make ready costs as required by Applicable Law.</p>			
III-13(i)	Should the Interconnection Agreement contain detailed provisions regarding Construction, Maintenance and Removal of Communications Facilities?	<p>Attachment VI, Section 9 et seq.</p> <p>Section 9. Construction, Maintenance and Removal of Communications Facilities</p> <p>9.1 MCI_m shall, at its own expense, construct and maintain its Communications Facilities on Poles or in Conduits or Rights of Way</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles,</p>	See Verizon rationale for Issue III-13.

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		<p>covered by this Attachment VI, in a safe condition and in a manner acceptable to Verizon, so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by Verizon or other authorized licensees.</p> <p>9.2 Verizon shall specify the point of attachment on each Pole to be occupied by MCI's Communications Facilities. Where communications facilities of more than one licensee are involved, Verizon will attempt, to the extent practicable, to designate the same relative position on each Pole for MCI's Communications Facilities.</p> <p>9.3 Subject to Section [9.10] of this Attachment VI, MCI shall secure Verizon's written consent, not to be unreasonably withheld or delayed, before adding to, relocating, replacing or otherwise modifying its facilities attached to a Pole where additional space or holding capacity may be required on either a temporary or permanent basis. No such modifications shall be made by MCI that would affect the placement or operations of attachments of Verizon or existing licensees, except through application to Verizon in accordance with the provisions of Sections [7] and [8] of this Attachment VI.</p>	<p>of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, the Interconnection Agreement should include a provision specifying that WorldCom shall construct and maintain its communications facilities at its own expense and that Verizon shall specify the point of attachment/occupation. This section minimizes ambiguity by outlining the procedure WorldCom must follow before adding to, relocating, replacing, or modifying facilities on any of Verizon's structures. This section is also critical in that it sets forth, consistent with 47 C.F.R. § 1.1403(c), Verizon's duties to notify WorldCom if its structures are to be modified.</p>	<p>ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	

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		<p>9.4 MCI_m must obtain prior written authorization from Verizon approving the work and the party performing such work before MCI_m shall install, remove, or provide maintenance of its Communications Facilities in any of Verizon's Conduit Systems. Verizon shall not withhold such authorization without good cause.</p> <p>9.5 In each instance where MCI_m's Communications Facilities are to be placed in Verizon's Conduits, MCI_m and Verizon shall discuss the placement of MCI_m's Communications Facilities. Verizon shall designate the particular Duct(s) to be occupied, the location and manner in which MCI_m's Communications Facilities will enter and exit Verizon's Conduit System, and the specific location and manner of installation for any associated equipment which is permitted by Verizon to occupy the Conduit System. Verizon will attempt, to the extent practicable and consistent with its non-discrimination obligations, to designate the same relative position in each Conduit bank for each MCI_m facility.</p> <p>9.6 Whenever Verizon intends to modify or alter any Poles, Conduits or Rights of Way which contain MCI_m's facilities, Verizon shall provide written notification to</p>			

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		<p>MCIm at least sixty (60) days prior to taking such action so that MCIm may have a reasonable opportunity to add to or modify MCIm's facilities. If MCIm adds to or modifies MCIm's facilities according to this paragraph, MCIm shall bear a proportionate share of the costs incurred by Verizon in making such facilities accessible in accordance with Applicable Law.</p> <p>9.7 MCIm shall be notified in writing at least sixty (60) days prior to any modification that will result in the rearrangement or replacement of its facilities. Subject to Section [9.6] above, MCIm shall not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCIm, including Verizon. MCIm agrees to make such rearrangements or replacements that are reasonably requested by Verizon to accommodate the attachment or placement of the facilities of other licensees on the applicable structures.</p> <p>9.8 Verizon shall not attach, nor permit other entities to attach facilities on, within or overlashed to existing MCIm facilities without MCIm's prior written consent.</p>			

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		<p>9.9 Verizon's Manholes shall be opened only as permitted by Verizon's authorized employees or agents. MCI shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes and conduct work operations therein. Except in emergency situations and provided that MCI makes reasonable efforts to give prior notice to Verizon, MCI's employees, agents or contractors will be permitted to enter or work in Verizon's Manholes only when an authorized employee or agent of Verizon is present or prior written authorization waiving this requirement is granted by Verizon. Verizon's said employee or agent shall have the authority to suspend MCI's work operations in and around Verizon's Manholes if, in the reasonable judgment of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by MCI's employees, agents, or contractors. MCI agrees to pay Verizon the charges, as determined in accordance with the terms and conditions of Appendix I of this Attachment VI, for having one Verizon employee or agent present when MCI's work is being done in and around Verizon's Manholes. The presence of Verizon's authorized employee or agent shall not relieve MCI of its</p>			

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		<p>responsibility to conduct all of its work operations in and around Verizon's Manholes in a safe and workman-like manner, in accordance with the terms of this Agreement.</p> <p>9.10 Verizon shall maintain its Poles, Conduits and Rights of Way without additional charge to MCI^m beyond the charges provided for in this Attachment VI. MCI^m shall maintain its own facilities installed on or within Verizon's Poles, Conduits and Rights of Way at its sole cost. In the event of an emergency, Verizon shall use commercially reasonable efforts to begin repair of its structures containing MCI^m's facilities within two (2) hours of notification by MCI^m. If Verizon cannot begin repair within such two (2) hour period, MCI^m may, using qualified personnel and reasonable care, begin such repairs without the presence of Verizon personnel. MCI^m may climb Poles and enter the Manholes, handholes, Conduits and equipment spaces containing Verizon's facilities in order to perform such emergency maintenance, but only until such time as qualified personnel of Verizon arrive ready to continue such repairs. For emergency and non-emergency repairs, MCI^m may use spare Innerduct or Conduits, including the Innerduct or Conduit designated by Verizon as</p>			

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		<p>emergency spare for maintenance purposes; however, MCIIm may only use such spare Conduit or Innerduct until its repairs are completed but in no event for a period of greater than ninety (90) days, and shall terminate any non-emergency use immediately upon notification of an emergency warranting the use of such spare by Verizon or other licensees. The Parties agree to cooperate with one another with respect to the use of spare Innerduct or Conduit during any emergency affecting MCIIm, Verizon or other licensees.</p> <p>9.11 Upon reasonable request, Verizon will provide MCIIm with space in its Manholes for racking and storage of cable and other materials of the type that Verizon stores in its Manholes.</p> <p>9.12 MCIIm, contracting with Verizon or a contractor approved by Verizon, shall be permitted to add Conduit parts to Verizon's manholes or to add branches to Conduits when existing Conduits do not provide the connectivity required by MCIIm, provided that the structural integrity of the manhole is maintained and sound engineering judgment is employed.</p> <p>9.13 If practicable and if additional space is required, Verizon shall within a reasonable period of time remove any retired cable from</p>			

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		<p>Poles or Conduit Systems to allow for the efficient use of Poles or Conduit space. Verizon will give MCIm prior notice of its cable removal effort and MCIm may have a representative present.</p> <p>9.14 MCIm, at its expense, will remove its Communications Facilities from Poles, Conduits or Rights of Way within sixty (60) days after:</p> <p>9.14.1 Termination of the license covering such attachment or Conduit Occupancy in accordance with the terms of this Agreement; or</p> <p>9.14.2 The date MCIm replaces its existing facilities on a Pole with the placement of substitute facilities on the same Pole or another Pole or replaces its existing facilities in one Duct with the placement of substitute facilities in another Duct.</p> <p>9.15 MCIm shall remain liable for, and pay to Verizon, all fees and charges pursuant to provisions of this Agreement until all of MCIm's facilities are physically removed from such Poles, Conduits or Rights of Way. If MCIm fails to remove its facilities within the period specified in Section [9.14], Verizon shall have the right to remove such facilities at MCIm's expense and without any liability on the part of Verizon for damage</p>			

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		<p>to such facilities unless caused by the negligent or intentional acts of Verizon.</p> <p>9.16 When MCI's Communications Facilities are removed from a Pole, Conduit or Right of Way, no reattachment to the same Pole, or occupancy of Conduits or Rights of Way, shall be made until:</p> <p>9.16.1 MCI has first complied with all of the provisions of this Agreement as though no such Pole Attachment or Conduit or Right of Way occupancy had previously been made; and</p> <p>9.16.2 All outstanding charges due Verizon for such previous attachment and/or occupancy have been paid in full.</p> <p>9.17 MCI shall advise Verizon in writing as to the date on which the removal of its Communications Facilities from each Pole, Conduit or Right of Way has been completed.</p>			
III-13(j)	Should the Interconnection Agreement contain detailed provisions addressing when licenses terminate automatically and addressing under what terms WorldCom is permitted to terminate its own license?	<p>Attachment VI, Section 10 et seq.</p> <p>Section 10. Termination of Licenses</p> <p>10.1 Any license issued under this Agreement shall automatically terminate when MCI ceases to have authority to construct and operate its Communications</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles,</p>	See Verizon rationale for Issue III-13.

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		<p>Facilities on public or private property at the location of the particular Pole, Conduit or Right of Way covered by the license, but shall automatically revive for the balance of any unexpired term upon restoration of such authority within six (6) months of cessation thereof provided MCI_m pays all applicable charges in the interim period. Notwithstanding the foregoing, MCI_m shall be allowed to seek a stay or other equitable relief in order to prevent such automatic termination.</p> <p>10.2 MCI_m may at any time terminate its license with respect to the attachment to a Pole, or occupancy of a Conduit or Right of Way, and remove its communications facilities by giving Verizon written notice of such intention (Appendix II, Forms C & D). Once MCI_m's Communications Facilities have been removed they shall not be reattached to such Pole, or occupy the same portion of such Conduit System or Right of Way, until MCI_m has complied with all provisions of this Agreement as though no previous license has been issued.</p>	<p>of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, the Interconnection Agreement should include a provision specifying that WorldCom shall construct and maintain its communications facilities at its own expense and that Verizon shall specify the point of attachment/occupation. This section minimizes ambiguity by outlining the procedure WorldCom must follow before adding to, relocating, replacing, or modifying facilities on any of Verizon's structures. This section is also critical in that it sets forth, consistent with 47 C.F.R. § 1.1403(c), Verizon's duties to notify WorldCom if its structures are to be modified. A provision that automatically revives a license, which was terminated due to a loss of authority, upon restoration of such authority (provided MCI_m pays all applicable charges in the interim period) is reasonable.</p>	<p>ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	
III-13(k)	Should the Interconnection Agreement contain detailed provisions regarding the terms under which Verizon is permitted to inspect WorldCom facilities attached to Verizon's Poles or occupying	<p>Attachment VI, Section 11 et seq.</p> <p>Section 11. Inspection of Licensee's Communications Facilities</p> <p>11.1 Verizon reserves the right to</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4)</p>	See Verizon rationale for Issue III-13.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	Verizon's Conduits or Rights of Way?	<p>make reasonable periodic inspections of any part of MCIm's Communications Facilities attached to Poles, or occupying Verizon's Conduits or Rights of Way, to confirm adherence to the provisions of this Attachment VI.</p> <p>11.2 Verizon will give MCIm advance written notice of such inspections, except in those instances where Verizon determines that safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to MCIm. In such cases and if practicable, Verizon shall provide telephonic notice to MCIm.</p> <p>11.3 The making of periodic inspections or the failure to do so shall not operate to impose upon Verizon any liability of any kind whatsoever nor relieve MCIm of any responsibility, obligations or liability assumed under this Agreement.</p>	interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. It is in Verizon's interest, therefore should not be objectionable, to expressly reserve the right to engage in reasonable periodic inspections of WorldCom's facilities, after providing WorldCom written notification, as provided for in this section.	<p>and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	
III-13(l)	Should the Interconnection Agreement contain detailed provisions concerning procedures to be employed if WorldCom facilities are found attached to poles etc. for which no license has been granted?	<p>Attachment VI, Section 12 et seq.</p> <p>Section 12. Unauthorized Attachment, Utilization or Occupancy</p> <p>12.1 If any of MCIm's Communications Facilities shall be found attached to Poles, or occupying Conduit or Right of Way, for which no license has been</p>	Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way</p>	See Verizon rationale for Issue III-13.

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		<p>granted, Verizon without prejudice to its other rights or remedies under this Agreement may require MCI_m to submit an application pursuant to Section [7] of this Attachment within sixty (60) days after receipt of written notification from Verizon of the unauthorized attachment or occupancy. If such application is not received by Verizon within the specified time period, MCI_m may be required to remove its unauthorized attachment or occupancy, or Verizon may, at Verizon's option, remove MCI_m's facilities at MCI_m's sole expense and risk and without liability to Verizon. In addition, MCI_m shall pay any unauthorized attachment or occupancy charge as specified in Appendix I of this Attachment.</p> <p>12.2 No act or failure to act by Verizon with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Verizon of any of its rights or privileges under this Agreement or otherwise; provided, however, that MCI_m shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.</p>	<p>issues, including these very sections. See Verizon's Response to Issue III-13, page 146. In addition, this provision serves Verizon's interests, and therefore should not be objectionable, in that it specifies that WorldCom may be required to file an application for license in cases of unauthorized attachment and that WorldCom may be required to remove its facilities if the application is not filed.</p>	<p>owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	
III-	Should the Interconnection	Attachment VI, Section 13 et seq.	Yes. Right of way issues are	9 Poles, Ducts, Conduits and	See Verizon rationale for Issue III-13.

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13(m)	Agreement contain detailed provisions regarding Verizon's rights to a security interest in WorldCom's attached facilities when WorldCom's net worth falls below a certain amount?	<p>Section 13. Security Interest</p> <p>13.1 At such time that MCI's Net Worth fails to exceed \$100,000,000, MCI shall grant Verizon a security interest in all of MCI's Communications Facilities now or hereafter attached to Poles, or placed in Conduit Systems or Rights of Way pursuant to this Agreement, and MCI agrees to perform all acts necessary to perfect Verizon's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of MCI's loan agreements and debentures preclude the grant of liens or security interests to Verizon, MCI shall grant to Verizon, upon Verizon's request, other permissible assurance of security for performance, satisfactory to Verizon, to cover any amounts due Verizon under this Agreement. Nothing in this Section shall operate to prevent Verizon from pursuing, at its option, any other remedies under this Agreement or in law or equity, including public or private sale of facilities under security interest or lien.</p>	<p>appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-13, page 146. This section is clearly in Verizon's interest, as it will become a secured creditor if WorldCom's net worth falls below a certain level. The ICA should contain this provision because it defines the rights and obligations of the Parties, avoids ambiguity, and adds certainty to the contract.</p>	<p>Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	
III-13(n)	Should the Interconnection Agreement contain detailed provisions regarding the parties' liabilities, rights and responsibilities in the event either party damages the other's facilities?	<p>Attachment VI, Section 14 et seq.</p> <p>Section 14. Liability and Damages</p> <p>14.1 Verizon shall exercise reasonable caution to avoid</p>	<p>Yes. Right of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any</p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4)</p>	See Verizon rationale for Issue III-13.

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